

RESOLUTION NO. 20, SERIES 2005

A RESOLUTION PURSUANT TO ORDINANCES 94 AND 95, SERIES 2004, APPROVING THE APPROPRIATIONS TO FUND THE FOLLOWING NEW CONTRACT - (SAINT LOUIS UNIVERSITY - \$450,000). [SUBSTITUTED TITLE].

Sponsored By: CW Woodbridge, Hamilton; CM King

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

METRO HEALTH DEPARTMENT

\$450,000 for Professional Service contract with Saint Louis University to develop and operate an Environmental Public Health Leadership Institute, which will enhance and strengthen the national public health services delivery system from January 1, 2005 through January 1, 2006.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Kathleen J. Herron
Metro Council Clerk

Dr. Barbara E. Shanklin
Dr. Barbara E. Shanklin
President of the Council

Jerry E. Abramson
Jerry E. Abramson
Mayor

2-14-05
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
ADOPTED
Feb. 10, 2005

BY: William P. O'Sullivan

G/Shared /Resolutions for 7-1-04 to 6-30-05 St Louis Univ
StLouisUnivForEnvPublicHlthLeadInstROCbknDraft1
StLouisUnivForEnvPublicHlthLeadInstROCbknDraft2

1-20-05; 3:24
2-4-05

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO HEALTH DEPARTMENT**, hereinafter referred to as "**METRO GOVERNMENT**" and **SAINT LOUIS UNIVERSITY**, on behalf of Kathleen Wright for the National Public Health Leadership Development Network with offices located at 3545 Lafayette Avenue, Suite 300, Saint Louis, Missouri 63104, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, The Metro Government and Contractor entered into an agreement with respect to environmental public health leadership enhancement and emergency and disaster preparedness and response for scholars from throughout the country; and

WHEREAS, the parties wish to amend to agreement by increasing its duration;

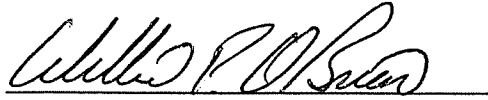
NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Section 2, Term shall be amended in its entirety to read as follows:

This agreement shall be effective upon approval by METRO and shall cover the period beginning on January 1, 2005 through and until March 31, 2006, unless sooner terminated in accordance with this agreement. The period of performance may be extended only by mutual written agreement of the parties.

Section II. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

APPROVED AS TO FORM:



IRV MAZE
JEFFERSON COUNTY ATTORNEY

Date: 8/2/05

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

MARY GWEN WHEELER, CABINET
SECRETARY, CABINET FOR
HEALTH AND FAMILY SERVICES

Date: _____

LOUISVILLE METRO HEALTH
DEPARTMENT



DR. ADEWALE TROUTMAN, M.D.
DIRECTOR

Date: 8/2/05

SAINT LOUIS UNIVERSITY

By: Mitchell S. Lueph

Title: Director, HSC Grants & Contracts

Date: 8/26/05

Taxpayer Identification No.
(TIN): 430654872

Louisville/Jefferson County
Revenue Commission Account
No.: _____

PO # 65242
Supplier # 87264
\$ 450,000.00

AGREEMENT FOR PROFESSIONAL SERVICES Jan 1, 2005 - Jan 1, 2006

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, by and between:

LOUISVILLE METRO GOVERNMENT ("METRO"), by and through the LOUISVILLE METRO HEALTH DEPARTMENT ("LMHD"), 400 East Gray Street, P.O. Box 1704, Louisville, Jefferson County, Kentucky 40201;

-and-

SAINT LOUIS UNIVERSITY ("UNIVERSITY"), 3545 Lafayette Ave., Suite 300, St. Louis, MO 63104 on behalf of Kathleen Wright ("WRIGHT") for the NATIONAL PUBLIC HEALTH LEADERSHIP DEVELOPMENT NETWORK ("NPHLDN").

WITNESSETH:

WHEREAS, METRO desires services, training and assistance in areas including, but not limited to, environmental public health leadership enhancement and emergency and disaster preparedness and response for scholars from throughout the country; and

WHEREAS, pursuant to K.R.S. §45A.380, METRO has determined that competition is not feasible due to the specific, unique nature of the facilities needs; and

WHEREAS, UNIVERSITY possesses the expertise, organization, facilities, and other demonstrated qualifications to provide the unique nature of the services desired by METRO.

NOW THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE RENDERED**

METRO hereby contracts with UNIVERSITY to furnish to METRO the following services:

- a. UNIVERSITY shall develop an Environmental Public Health Leadership Institute ("EPHLI"), which will enhance and fortify the national environmental public health services delivery system by strengthening the leadership capabilities of the environmental public

health workforce. Specifically, EPHLI shall prepare local, state, tribal, and federal environmental public health agencies and organizations to provide essential environmental public health services, to respond to emerging environmental public health threats, and to coordinate the quick delivery of effective services to areas impacted by unintentional, intentional, or natural disasters.

- b. UNIVERSITY shall provide the EPHLI experience to thirty (30) scholars (SCHOLARS) identified by LMHD, in concert with the Centers for Disease Control and Prevention ("CDC"). The support provided to the scholars shall include, but not be limited to, educational materials, learning facilities, travel support, and a series of 3 seminars/workshops of approximately five (5) days in duration, each of which are designed to meet the participant, seminar, and program objectives to be defined by the parties to this contract. LMHD shall provide to UNIVERSITY the topics to be covered by the EPHLI.
- c. UNIVERSITY shall provide the following services with regard to the EPHLI:
 - i. Specific, measurable, time framed, short and long term objectives to address identified leadership skills for the EPHLI and SCHOLARS to achieve;
 - ii. Time line for all development, implementation, and evaluation activities;
 - iii. Curriculum for the EPHLI by seminar with proposed faculty;
 - iv. Methodology for the presentation of material to SCHOLARS for the topics to be addressed;
 - v. Session presentations and related support material;
 - vi. Adequate lodging, dining, recreation and meeting facilities for SCHOLARS, which are handicapped accessible. The sites chosen should enhance the interactive nature of the Institute experience;
 - vii. Logistical support for the scholars including travel arrangements, lodging, reimbursement of travel expenses, and other support for participation in the seminars/workshops;
 - viii. Evaluation plan including, but not limited to, strategy, data collection instruments, data handling, analytical approach, and report preparation.
 - ix. Detailed budget with a brief budget narrative and justification for equipment and contract items.
- d. The UNIVERSITY shall obtain written approval for any and all subcontracts for the procurement of services, facilities, and supplies to be used in accomplishing the services to be provided under this agreement.

- e. All equipment to be acquired with resources provided by this contract shall remain as property of LMHD and shall be accounted for and maintained in good working order by the UNIVERSITY.
- f. UNIVERSITY shall maintain the following schedule unless both parties agree in writing to a modification of items or time frame:
 - i. Within one month of the effective date of the contract UNIVERSITY shall provide to LMHD the specific, measurable, time framed, short and long term objectives to address identified leadership skills to be achieved by the EPHLI and the scholars.
 - ii. Within 2 months of the effective date of the contract UNIVERSITY shall provide to LMHD a time line for all development, implementation, and evaluation activities.
 - iii. Within 3 months of the effective date of the contract UNIVERSITY shall provide to LMHD a curriculum for the EPHLI by seminar with proposed faculty.
 - iv. Within 3 months of the effective date of the contract, UNIVERSITY shall provide a detailed budget with a brief budget narrative and justification for equipment and contract items.
 - v. Within 3 months of the effective date of the contract UNIVERSITY shall provide to LMHD the methodology for the presentation of material to the scholars for the topics to be addressed.
 - vi. Within 4 months of the effective date of the contract UNIVERSITY shall provide to LMHD the content of the session presentations and related support material for seminar/workshop number 1.
 - vii. Within 6 months of the effective date of the contract UNIVERSITY shall provide to LMHD a description of facility requirements for the seminars.
 - viii. Within 6 months of the effective date of the contract UNIVERSITY shall provide to LMHD a description of the logistical support plan for the scholars including travel arrangements, lodging, reimbursement of travel expenses, and other support for participation in the seminars/workshops.
 - ix. Within 6 months of the effective date if the contract UNIVERSITY shall provide to LMHD an evaluation plan including, but not limited to, strategy, data collection instruments, data handling, analytical approach, and report preparation.
 - x. Within six months of the effective date of the contract UNIVERSITY shall provide to LMHD the content of the session preparations and related support material for seminar/workshop number 2.

- xi. Within 7 months of the effective date of the contract UNIVERSITY shall conduct seminar/workshop number 1.
- xii. Within 8 months of the effective date of the contract UNIVERSITY shall provide to LMHD the content of the session presentations and related support material for seminar/workshop number 3.
- xiii. Within 9 months of the effective date of the contract UNIVERSITY shall conduct seminar/workshop number 2.
- xiv. Within 11 months of the effective date of the contract UNIVERSITY shall conduct seminar/workshop number 3.

2. TERM

This agreement shall be effective upon approval by METRO and shall cover the period beginning on January 1, 2005 through and until January 1, 2006, unless sooner terminated in accordance with this agreement. The period of performance may be extended only by mutual written agreement of the parties.

3. COMPENSATION

METRO shall provide payment to UNIVERSITY for appropriately documented services in accordance with Paragraph One (1) of this Agreement. METRO agrees to pay UNIVERSITY on a monthly basis pursuant to a schedule agreed upon by the parties. The total compensation paid to UNIVERSITY for the services that METRO receives under this Agreement shall not exceed Four Hundred and Fifty Thousand Dollars (\$450,000.00). In the event that this agreement shall be terminated prior to the end of the term set forth in Section 2 of this agreement, expenses incurred by UNIVERSITY prior to the termination date shall be reimbursed upon receipt of appropriate documentation. No contract payment shall be made when any report required to be submitted by UNIVERSITY is overdue or when UNIVERSITY fails to perform or deliver work or services as required by the contract.

4. TERMINATION

- a. This agreement may be terminated by either party upon thirty (30) days written notice, served upon the non-terminating party in accordance with the Notice provision set forth below in this agreement.
- b. This agreement may further be terminated by either party, without notice to the non-terminating party, because of (1) fraud, misappropriation, embezzlement or malfeasance, (2) UNIVERSITY's failure to perform duties required under this agreement due to non performance for a period of more than sixty (60) days; or (3) failure by either party to comply with any provision of this agreement.

- c. In the event that the CDC provides written notification to METRO or LMHD that the EPHLI activities are to be terminated, this agreement may be terminated upon notice by METRO or LMHD without further liability to either party. The effective date of termination in that event would be date of the notice of termination.

5. WAIVER

A waiver of either party as to a breach of this agreement shall not operate or be construed as a waiver of any subsequent breach.

6. NOTICE

Any and all notices required or referred to in this agreement shall be sufficient if furnished to the other party in writing and mailed via Certified Mail, return receipt requested to the addresses below:

Louisville Metro Health Department
400 East Gray Street, Louisville, Kentucky 40201
Attention: Read Harris, Deputy Director

Saint Louis University Research Administration
3565 Caroline St.
St. Louis, MO 63104
Attention: Robert O. Webster, PhD

7. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties to this agreement intend that the relationship between them shall be that of a contractor-independent contractor, and shall not constitute an employer-employee relationship. LMHD will not be required to make federal, state or local tax withholdings. METRO is interested only in the results obtained under this agreement, and UNIVERSITY shall control the manner and means of its work performed under this agreement. UNIVERSITY, as an independent contractor, shall not be entitled to any of the benefits provided by METRO to its employees, and neither UNIVERSITY nor any of its employees or personnel shall speak on behalf of or as a representative of METRO or LMHD without the express authorization of the LMHD Director of Health or his designee.

UNIVERSITY shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this agreement, and UNIVERSITY agrees to sign the LMHD Business Associate Agreement.

UNIVERSITY is permitted, during the term of this agreement, to provide services to individuals and/or entities other than METRO and LMHD, so long as

the performance of those services does not interfere with the performance of the duties required under this agreement. METRO and LMHD are permitted, during the term of this agreement, to engage other independent contractors to perform the same or similar types of work performed by UNIVERSITY under this agreement.

8. MISCELLANEOUS

- a. LMHD, in concert with CDC, reserves the right to review and approve the content of all material and faculty used in the conduct of the EPHLI.
- b. Except with respect to failures of subcontractors, UNIVERSITY shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of UNIVERSITY.
- c. UNIVERSITY agrees that, in the event it receives from METRO or LMHD any protected health information, it will not disclose any of that information to any third party, and in that regard, UNIVERSITY agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. UNIVERSITY further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the LMHD Business Associate Agreement.
- d. Title VI/LEP. The parties to this agreement agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973, 29 USC §701 and the Kentucky Equal Employment Act of 1978 K.R.S. 45.550 to 45.640, and the Americans with Disabilities Act, 42 U.S.C. 12101 et. seq.. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.
- e. UNIVERSITY certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of LMHD or the LMHD Board of Health. UNIVERSITY agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Cabinet for Health Services pertaining to conflicts of interest.

- f. UNIVERSITY agrees to indemnify, hold harmless, and defend METRO, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the UNIVERSITY'S (or UNIVERSITY'S subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of METRO or LMHD or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.
- g. METRO and LMHD agree to indemnify UNIVERSITY, to the extent METRO is liable under Kentucky law, for claims, damages, losses and expenses including attorneys' fees, attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, caused directly or indirectly by METRO, LMHD, or their employees' negligence, while acting within the scope of their employment.
- h. The parties agree that any dispute pertaining to this Agreement shall first be submitted to mediation.
- i. If any provision hereof or the application of any provision to any persons or circumstance is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from the Agreement.
- j. This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral with respect to the subject matter hereof, not contained in this Agreement shall be of any force or effect. This Agreement may be amended at any time by mutual consent of the parties, with any such amendment to be invalid unless in writing signed by the parties.

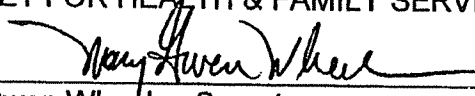
IN TESTIMONY whereof the parties hereto have executed this instrument
the day and date first above written at Louisville, Kentucky.

LOUISVILLE METRO HEALTH DEPARTMENT

By: 
Adewale Troutman, MD Director

Date: 9-13-04


LOUISVILLE METRO GOVERNMENT
CABINET FOR HEALTH & FAMILY SERVICES

By: 
Mary Gwen Wheeler, Secretary

Date: 1/12/04

(APPROVED AS TO FORM AND LEGALITY)

JEFFERSON COUNTY ATTORNEY
Irv Maze

By: 
David M. Work, Assistant County Attorney
Jefferson County, Kentucky

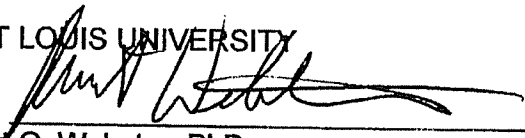
Date: 12/22/04

LOUISVILLE METRO MAYOR
Jerry Abramson

By: N/A - See Resolution
Jerry Abramson

Date: _____

SAINT LOUIS UNIVERSITY

By: 
Robert O. Webster, PhD

Date: 11-19-04